REMARKS

This is a full and timely response to the outstanding final Office Action mailed December 21, 2007. Reconsideration and allowance of the application and pending claims are respectfully requested.

I.   Claim Rejections - 35 U.S.C. § 101

Claims 15-28 have been rejected under 35 U.S.C. § 101 as being drawn to non-statutory subject matter. In response to the rejection, Applicant has amended claims 15, 16, and 18-28 in the manner suggested by the Examiner. In view of those amendments, Applicant respectfully submits that claims 15, 16, and 18-28 are directed to statutory subject matter as defined by 35 U.S.C. § 101 and therefore respectfully requests that the rejections be withdrawn.

II.   Claim Rejections - 35 U.S.C. § 103(a)

As has been acknowledged by the Court of Appeals for the Federal Circuit, the U.S. Patent and Trademark Office ("USPTO") has the burden 35 U.S.C. § 103 to establish obviousness by showing objective teachings in the prior art or generally available knowledge of one of ordinary skill in the art that would lead that individual to the claimed invention. *In re Fine*, 837 F.2d 1071, 1074, 5 U.S.P.Q. 2d 1596, 1598 (Fed. Cir. 1988). The key to supporting an allegation of obviousness under 35 U.S.C. § 103 is the clear articulation of the reasons why the Examiner believes that claimed invention would have been obvious. *See* MPEP § 2141. As stated by the Supreme Court, "[r]ejections on obviousness cannot be sustained by mere conclusory

statements; instead, there must be some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness." *KSR v. Teleflex*, 550 U.S. at ___, 82 USPQ2d at 1396 (quoting *In re Kahn*, 441 F.3d 977, 988, 78 USPQ2d 1329, 1336 (Fed. Cir. 2006)) .

Applicant respectfully submits that the Examiner has not established that Applicant's claims are obvious in view of the prior art. Applicant discusses those claims in the following.

A.   Rejection of Claims 1, 2, 5, 6, 11, 12, 15, 16, 19, 20, 25, and 26

Claims 1, 2, 5, 6, 11, 12, 15, 16, 19, 20, 25, and 26 have been rejected under 35 U.S.C. § 103(a) as being anticipated by *Roztocil, et al.* ("Roztocil," U.S. Pub. No. 2001/0044868) in view of *Schorr, et al.* ("Schorr," U.S. Pat. No. 6,608,697). Applicant respectfully traverses.

1.   The Roztocil Reference

Roztocil discloses a production work flow 100 of a "typically production print shop." *Roztocil*, paragraph 0020. The work flow 100 comprises various stages, including job origination 102, job submission 104, job preparation 106, print production 108, and final fulfillment 110. *Roztocil*, Figure 1.

As shown in Figure 1, the print shop includes a computer network 112 that includes computer work stations 114, 116, servers 118, 120, and output devices 122. *Roztocil*, paragraph 0021. A customer can submit a job during job origination 102 by either physically delivering to the print shop one or more documents in hard copy or

electronic form or by transmitting the one or more documents to the print shop via the Internet. *Roztocil*, paragraph 0022. After that point, all aspects of the production work flow 100 are performed at the print shop using its network 112. *See Roztocil*, paragraphs 0023-0033.

Included in the production work flow 100 performed at the print shop is what Roztocil calls "user functionality workflow 200." *Roztocil*, paragraph 0034. That workflow 200 includes a preflight stage 204 that is performed using a workflow management software program that executes on a job preparation workstation 116 at the print shop. *Roztocil*, paragraph 0036. Using that program, operators at the print shop can obtain data about the various output devices 122 of the print shop, including their availability and capabilities. *Roztocil*, paragraph 0045.

As can be appreciated from the above, with the exception of transmitting documents over the Internet to Roztocil's print shop, no actions of Roztocil's disclosed production work flow are performed at a customer's (e.g., designer's) location.

2. The Schorr Reference

Schorr discloses a preflight system 101 that can be accessed by independent print vendors 117 and print buyers 119 alike. *Schorr*, column 4, lines 1-7; Figure 1. As described by Schorr, the preflight system 101 includes an interface 105 through which the vendors 117 and buyers 119 can access the system over the Internet. *Schorr*, column 4, lines 29-33.

The preflight system 101 comprises various modules 107, 109 that can be downloaded to the buyers 119. *Schorr*, column 4, lines 33-37. One such module is an

"inspector module 109A" that scans through designated files of the buyer 119 and then transmits identified "document elements" to an analyzer 111 of the preflight system 101. *Schorr*, column 6, lines 17-22. The analyzer 111, which is *not* downloaded to the buyer 119, compares the documents transmitted by the inspector module 109A and identifies errors in the documents. *Schorr*, column 7, lines 57-67. When an error is found, the analyzer 111 obtains an error message that can be provided to the print vendor 117 who will perform the printing. *Schorr*, column 7, lines 63 to column 8, line 12.

As can be appreciated from the above, Schorr describes a preflight system 101 independent from a customer (e.g., designer) that analyzes documents for errors. Although the preflight system 101 can detect errors, Schorr does not state that the system in any way corrects those errors. Instead, the preflight system 101 merely notifies the print vendor of the errors.

3. Applicant's Claims

Applicant's independent claim 1 provides as follows:

1.   A method of managing workflow in a commercial printing environment including a designer location and a print service provider location, said method comprising:

creating a press ready file at the designer location using updated device configuration information from the print service provider location, said press ready file including a print job to be printed at the print service provider location and a job ticket that specifies production devices of the print service provider location to be used to process said print job and processing instructions for the print service provider location;

an automated preflight module performing an automated preflight check of said press ready file at the designer location, said automated preflight check comprising said automated preflight module automatically reviewing characteristics of said print job and said job ticket and comparing them to characteristics of the selected production devices of the print service provider location and automatically identifying any errors;

said automated preflight module further automatically correcting errors identified in said print job or said job ticket at the designer location;

sending said press ready file from the designer location to the print service provider location via an electronic network; and

performing at least one of automated printing, finishing, packaging and shipping at the print service provider location.

(a) The Examiner's Reliance on Roztocil

In the final Office Action, the Examiner alleged that Roztocil discloses each of the limitations of claim 1 except for the limitations that pertain to the claimed "automated preflight module". Applicant disagrees at least because Roztocil does not disclose, or suggest, the action of "creating a press ready file at the designer location using updated device configuration information from the print service provider location, said press ready file including a print job to be printed at the print service provider location and a job ticket that specifies production devices of the print service provider location to be used to process said print job and processing instructions for the print service provider location".

As a first matter regarding the "creating a press ready file" limitation, Applicant notes that Roztocil does not in fact disclose creating such a file "at the designer location". As described above, with the exception of transmitting documents to Roztocil's print shop via the Internet, *none* of the actions of Roztocil's disclosed

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production work flow 100 are performed at a customer's (e.g., designer's) location. Therefore, although a designer may create a print job (e.g., document) at the designer's location, the designer certainly does not create at that location a press ready file, which is explicitly claimed as including both the print job and a "job ticket". Although Roztocil does describe the creation of a "ready for printer file" that includes a print job and a job ticket, Roztocil explicitly states that that file is created during "job preparation 106," which is performed at Roztocil's print shop by one of the print shop operators. *See Roztocil*, paragraphs 0027 and 0028.

As a further matter regarding the "creating a press ready file" limitation, Applicant notes that Roztocil does not in fact disclose creating at a designer location a press ready file "using updated device configuration information". In short, Roztocil provides no such disclosure. Regarding Roztocil's discussion of the "workflow management software" having data about the availability and capabilities of the print shop's output devices 122, that software is executed on a job preparation workstation 116 at the print shop, not at a designer location. *See Roztocil*, paragraphs 0036 and 0045.

From the above, it is clear that Roztocil does not in fact disclose, or suggest for that matter, "creating a press ready file at the designer location using updated device configuration information from the print service provider location, said press ready file including a print job to be printed at the print service provider location and a job ticket that specifies production devices of the print service provider location to be used to process said print job and processing instructions for the print service provider location". The reason why Roztocil does not provide such a disclosure or suggestion is clear: Roztocil's disclosure focuses on actions performed by a print shop. Roztocil simply

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does not contemplate a system or method like Applicant's in which much of the preparation for printing is performed at the designer's location before the print shop even becomes involved.

(b) The Examiner's Reliance on Schorr

In the final Office Action the Examiner acknowledged that Roztocil does not disclose or suggest an "automated preflight module" that performs at the designer location an "automated preflight check" comprising automatically reviewing characteristics of said print job and said job ticket and comparing them to characteristics of the selected production devices of the print service provider location and automatically identifying any errors. In view of the shortcomings of the Roztocil reference, the Examiner cited the Schorr reference, which is alleged to provide a disclosure of such an automated preflight module. Applicant disagrees.

As a first matter regarding the "automated preflight check" limitation, Applicant notes that Schorr does not in fact disclose automatically reviewing characteristics of a print job and a job ticket and comparing them to characteristics of the selected production devices of the print service provider location and automatically identifying any errors given that Schorr is silent as to job tickets. Although Roztocil generally discloses job tickets, the Examiner has not explained why it would have been obvious to compare a print job with a job ticket to identify errors given the respective disclosures of Roztocil and Schorr. As described above, Schorr's disclosed comparison is between documents and printer profiles. Therefore, there does not appear to be any suggestion from either reference for comparing a print job and a job ticket.

As a second matter, Applicant notes that Schorr does not in fact disclose an automated preflight module performing the claimed automated preflight check "at the designer location". Again, Schorr discloses an "analyzer 111" that compares documents with elements in a printer profile. However, that analyzer 111 is part of the preflight system 101 and *not* the print buyer 119 (which may be considered to be a "designer" of a print job). Moreover, the analyzer 111 is *not* a module that is transmitted to the print buyer 119. Instead, the analyzer 111 operates on a server separate and independent of the print buyer 119. *See Schorr*, column 3, lines 53-58.

Applicant further notes that Schorr does not in fact disclose an automated preflight module "automatically correcting errors identified in said print job or said job ticket at the designer location". As described above, Schorr's analyzer 111 detects errors and notifies print vendors 117 of the errors. Nowhere, however, does Schorr state that the analyzer 111 automatically corrects any of those errors. Regarding the Examiner's citation of the preflight system 101 passing "error free print files" to the print vendor, such a disclosure is not a disclosure of automatically correcting any errors. Instead, Schorr is stating that, if there are no errors, an error-free print file is provided. If there are errors, however, the preflight system 101 identifies them. This is made clear in Schorr's Detailed Description (the passage cited by the Examiner was taken from the Summary of the Invention section), which states:

> After the inspector or inspectors 109A have finished scanning through a print file, and the analyzer 111 has stored all of the relevant error messages in memory, the interface 105 may take several different courses of action, depending upon the embodiment of the invention. For example, the analyzer 111 may post the list of error messages to a Web

page that can be accessed by the print buyer 119. *If there print file contains no errors, then the analyzer 111 may instead simply forward the print file to the print vendor 117 selected by the print buyer.*

Schorr, column 8, lines 6-15 (emphasis added).

(c) Conclusion

In view of the foregoing, it is clear that Roztocil and Schorr do not in fact render Applicant's independent claim 1 obvious. Applicant therefore respectfully submits that claim 1 and its dependents are allowable. Applicant further submits that independent claim 15 and its dependents are allowable for similar reasons.

B. Rejection of Claims 4, 9, 18, and 23

Claims 4, 9, 18, and 23 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over *Roztocil* and *Schorr*, and further in view of *Crandall, et al.* ("Crandall," U.S. Pat. No. 5,963,641). Applicant respectfully traverses.

As identified above, Roztocil and Schorr do not teach aspects of Applicant's claims. In that Crandall does not remedy the deficiencies of the Roztocil and Schorr references, Applicant respectfully submits that claims 4, 9, 18, and 23 are allowable over the Roztocil/Schorr/Crandall combination for at least the same reasons that claims 1 and 15 are allowable over Roztocil/Schorr.

C. Rejection of Claims 7 and 21

Claims 7 and 21 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over *Roztocil* and *Schorr,* and further in view of *Gorp, et al.* ("Gorp," U.S. Pub. No. 2004/0252319). Applicant respectfully traverses the rejection.

As identified above, Roztocil and Schorr do not teach aspects of Applicant's claims. In that Crandall does not remedy the deficiencies of the Roztocil and Schorr references, Applicant respectfully submits that claims 7 and 21 are allowable over the Roztocil/Schorr/Gorp combination for at least the same reasons that claims 1 and 15 are allowable over Roztocil/Schorr.

D. Rejection of Claims 8 and 22

Claims 8 and 22 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over *Roztocil* and Schorr, and further in view of *Tibbs, et al.* ("Tibbs," U.S. Pub. No. 2002/0010689). Applicant respectfully traverses the rejection.

As identified above, Roztocil and Schorr do not teach aspects of Applicant's claims. In that Crandall does not remedy the deficiencies of the Roztocil and Schorr references, Applicant respectfully submits that claims 8 and 22 are allowable over the Roztocil/Schorr/Tibbs combination for at least the same reasons that claims 1 and 15 are allowable over Roztocil/Schorr.

E. Rejection of Claims 10 and 24

Claims 10 and 24 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over *Roztocil* and *Schorr*, and further in view of *Smith* (U.S. Pat. No. 6,441,920). Applicant respectfully traverses the rejection.

As identified above, Roztocil and Schorr do not teach aspects of Applicant's claims. In that Crandall does not remedy the deficiencies of the Roztocil and Schorr references, Applicant respectfully submits that claims 10 and 24 are allowable over the Roztocil/Schorr/Smith combination for at least the same reasons that claims 1 and 15 are allowable over Roztocil/Schorr.
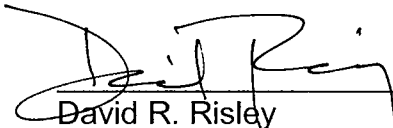
F. Rejection of Claims 13, 14, 27, and 28

Claims 13, 14, 27, and 28 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over *Roztocil* and *Schorr*, and further in view of *Stewart, et al.* ("Stewart," U.S. Pat. No. 6,714,964). Applicant respectfully traverses the rejection.

As identified above, Roztocil and Schorr do not teach aspects of Applicant's claims. In that Crandall does not remedy the deficiencies of the Roztocil and Schorr references, Applicant respectfully submits that claims 13, 14, 27, and 28 are allowable over the Roztocil/Schorr/Stewart combination for at least the same reasons that claims 1 and 15 are allowable over Roztocil/Schorr.

CONCLUSION

Applicant respectfully submits that Applicant's pending claims are in condition for allowance. Favorable reconsideration and allowance of the present application and all pending claims are hereby courteously requested. If, in the opinion of the Examiner, a telephonic conference would expedite the examination of this matter, the Examiner is invited to call the undersigned attorney at (770) 933-9500.

Respectfully submitted,

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